



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B3Z05051
TITLE: Policy Development-Career Pathway System
ISSUE DATE: 09/28/04

REQ#: NR 419 30655000002
BUYER: Mary Call
PHONE NO.: (573) 751-1695
E-MAIL: mary.call@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/19/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO: **DPMM** or **DPMM**
P O BOX 809 **301 WEST HIGH ST, RM 630**
JEFFERSON CITY MO 65102-0809 **JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through June 30, 2005

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Economic Development, Division of Workforce Development
421 East Dunklin St
P.O. Box 1087
Jefferson City, MO 65102-1087

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION**1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of policy development services for a career pathways system as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - G
- 6) Terms and Conditions

1.2 Background Information:

The Division of Workforce Development (DWD) is the grant recipient for the Federal Workforce Investment Act (WIA) and Wagner Peyser (WP) and the Temporary Assistance for Needy Families (TANF) Employment & Training funds.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall assess, review, document, analyze, and develop an appropriate policy, including guidelines and strategies, to build a career pathways system throughout the State of Missouri for the Department of Economic Development, Division of Workforce Development (hereinafter referred to as the state agency).
- 2.1.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.2 Specific Performance Requirements:

- 2.2.1 The contractor shall perform a complete assessment of existing information and systems that will affect career pathways systems both locally and nationally and shall submit a written report documenting the findings to the state agency. At a minimum, the contractor shall conduct telephone discussions and email communications with the state agency and shall review, assess and document the following:
 - a. Information on The Federal Workforce Investment Act (WIA), The Wagner Peyser (WP), and the Temporary Assistance for Needy Families (TANF), and identification of discretionary and other funds to support a career pathways system,
 - b. The current policies of the state agency regarding business services including career pathway programs,
 - c. The content and status of any work-to-date by the state agency or its regions regarding career pathway projects,
 - d. The challenges and opportunities in establishing career pathway programs
 - e. Existing industry and private sector training pathways,
 - f. Existing career ladder resources,
 - g. Existing innovative strategies, practices, and models for career pathways systems existing on a national level.
- 2.2.2 Based upon the results of the reviews and assessments performed per the above, the contractor shall develop and present options to the state agency regarding the guidelines and strategies for developing state policy to build career pathways systems throughout the State of Missouri.
 - a. The contractor shall orally present the options to the state agency on a date mutually agreed between the contractor and the state agency.
 - b. In addition, at that time, the contractor shall submit to the state agency a written report which summarizes the various options being presented.
 - c. After presenting the various options, the contractor shall discuss the pros and cons of the options with the state agency and designees of the state agency including Workforce Investment Board (WIB) members and staff, and other interested parties, in a round table fashion and, together with the state agency, shall determine a final recommendation for the statewide policy.
- 2.2.3 Based on such discussions with the state agency and by at least forty-five (45) working days prior to the due date for the final approved policy, the contractor shall develop and provide the state agency with two (2) copies of a preliminary draft of the policy, including guidelines and strategies, for a career pathways system on a statewide basis.

- a. At a minimum, the contractor must include the following in the draft policy:
 - 1) Use of WIA and TANF funding,
 - 2) Development of customized industry and private sector training pathways based on the assessed needs of local industry,
 - 3) Leveraging other resources including workforce, postsecondary, economic development, and foundation funding,
 - 4) Utilizing those resources in partnership with local workforce systems to develop and implement career ladders,
 - 5) Outcomes standards including completion of training/certification, wage gain, and retention,
 - 6) Recommendations for encouraging individual employers and clusters of employers to utilize the career pathways system.
- b. The contractor shall agree and understand that the state agency shall have the right to require modifications and/or additional elaboration as deemed necessary to ensure a comprehensive and thorough written document as required by the requirements of the contract. The review by the state agency shall be completed within thirty (30) working days of receipt of the draft.
- c. Depending on the extent of the comments on the draft, the contractor shall prepare and submit a second draft for review and comment. Additional drafts shall also be prepared if deemed necessary by state agency. For any additional drafts that are required, the contractor shall complete and submit the draft within five (5) calendar days from the date of receipt of the state agency's comments.

2.2.4 Final Approved Policy:

- a. By no later than five (5) calendar months from the effective date of the contract and after completing all revisions to the draft as specified above, the contractor shall provide the state agency with the following quantities/formats of the final approved policy as specified below:
 - 1) one bound copy of the policy,
 - 2) one copy of the policy in Microsoft compatible format on diskette(s) or CD(s),
 - 3) one unbound camera ready copy of the policy.
- b. By no later than fifteen (15) calendar days from the date of submission of the final approved policy, the contractor shall schedule and meet in Jefferson City Missouri with the state agency and other interested parties such as Workforce Investment Board (WIB) members and staff, etc. During such meeting, the contractor shall present the final policy to the attendees and provide additional elaboration as necessary.

2.3 Reporting Requirements:

- 2.3.1 Progress Reports - The contractor shall provide a progress report outlining the following to the state agency on a monthly basis for approval:
 - a. The specific accomplishments achieved during the reporting period.
 - b. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - c. The specific tasks and projected completion date(s) remaining to be completed pursuant to the provisions of the contract.
- 2.3.2 Preliminary Outline - By no later than thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline to the state agency of the organizational structure of the final policy that will be developed.

- a. The preliminary outline shall delineate the main topics and subtopics and subtopics which will later be described in detail in the final policy.
- b. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
- c. The state agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.

2.4 Additional Performance Requirements

- 2.4.1 In order to perform the specific requirements specified herein, the contractor shall attend any essential meeting regarding the career pathways programs as deemed necessary by the state agency.
- 2.4.2 At a minimum, the contractor must have experience and expertise in Career Pathways programs and the resources needed to develop and implement a policy.
- 2.4.3 The contractor shall report directly to the state agency project manager for all approvals, etc. However, the state agency will have a committee who will be directly involved in the contractors services.
- 2.4.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.5 Invoicing and Payment Requirements:

- 2.5.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
 - a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.5.2 Submission of Invoices - The contractor must submit monthly itemized invoices as specified below to Department of Economic Development, Division of Workforce Development, 421 East Dunklin St., P.O. Box 1087, Jefferson City, MO 65102-1087.
 - a. Personnel Time – The contractor shall specify the actual hours spent working on the required services, and the appropriate firm fixed hourly price for the personnel classification as specified on the pricing page(s). Actual hours spent working may include travel time.
 - 1) The contractor shall only invoice for services performed by personnel classifications listed on the Pricing Page of the contract.
 - 2) The contractor shall support all hours invoiced with detailed time sheets indicating the hours worked each day by each person.
 - b. Per Diem – The contractor shall specify the number of days each person actually worked at least six (6) hours on site at the state agency's facilities or at another approved location outside the contractor's official domicile and the firm, fixed per diem specified on the Pricing Page(s).

- 1) The per diem shall be the same for all personnel without regard to personnel classification or official domicile.
- 2) The per diem shall be the only reimbursement due the contractor for meals, lodging, transportation, and all other personnel related expenses related to travel or performance of services outside the contractor's official domicile.
- 3) The contractor must obtain the state agency's written approval prior to providing services outside the contractor's official domicile. The contractor must specify the purpose of travel and the location where services will be provided, each time a request for approval is made to the state agency. The state agency will respond via e-mail or fax as requested by the contractor. The per diem shall only be payable if the contractor's person worked at least six (6) hours on contract activities for a given day and: (I) such location was at least thirty (30) miles outside of the contractor's official domicile and (II) the contractor obtained the state agency's approval of such travel.

2.5.3 Payment for Services – After receipt of approved invoices and the monthly progress report showing adequate progress on the required services, the contractor shall be paid for services for personnel time and per diems in accordance with firm, fixed prices stated on the Pricing Page except that the state agency shall retain ten percent (10%) of the amount of each invoice.

- a. The state agency shall pay the ten percent (10%) retainage to the contractor by no later than sixty days after the state agency's final acceptance of the contractor's policy and receipt and approval by the state agency of the final invoice.
- b. However, the total payment to the contractor for all services required herein ***shall not exceed the total guaranteed not to exceed price stated on the pricing page.***
- c. Other than the payments for personnel and per diems as specified above, no other payments or reimbursements shall be made to the contractor.

2.5.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6 Additional Consulting Services:

The contractor shall perform additional services and consulting for the state agency on an as needed, if needed basis pursuant to the requirements of the contract.

2.6.1 The additional consulting services required by the state agency may include, but not necessarily be limited to the following:

- a. Assisting in implementation of the contractor's final approved policy,
- b. Assisting with development of regional career pathway projects especially in St. Louis, Kansas City, Springfield, and Cape Girardeau, and any other area specified by the state agency,
- c. Monitoring the extent to which the contractor's policy and recommendations are being implemented and providing advice and consultation related thereto,
- d. Consulting with the parties responsible for various actions in the policy and providing advice and further recommendations thereto,
- e. Updating the policy as requested by the state agency, due to changes in the current situation,.
- f. Providing technical assistance or providing recommendations to the state agency regarding the type of additional technical assistance that should be obtained.
- g. Providing any other consulting or services related to career pathways programs.

2.6.2 In the event any such additional consulting services are deemed necessary by the state agency, they shall either be considered "as needed, if needed services" or "project services requiring a work plan", as described below:

- a. As needed, hourly services – In the event the state agency requires additional consulting services on an as needed if needed basis, the state agency shall contact the contractor and schedule such services on an as needed, if needed, contingency basis. The timing and scheduling of any such services shall be mutually agreed between the contractor and the state agency at the time of the request for services.
- b. Project Services Requiring a Work Plan – As the state agency identifies the need for additional services to design and execute a project, the state agency shall contact the contractor and request a work plan for the project. When requesting a work plan, the state agency shall either schedule a meeting with the contractor (either in person or via telephone conversation) to discuss the project, or shall provide the contractor with written information regarding the services desired.
 - 1) The state agency's request will explain in detail the scope of the project and basic information regarding the tasks the state agency anticipates will be included, including any of the following, as applicable:
 - ✓ applicable business and technical specifications,
 - ✓ a description of the type and focus of the potential project,
 - ✓ specific instructions, standards, and requirements applicable to the project, including but not limited to budget limitations, progress report requirements, etc.
 - ✓ any applicable implementation/completion dates, and
 - ✓ a due date for submission of the work plan to the state agency.
 - 2) Work Plan Submission - By no later than the due date specified by the state agency for each work plan, the contractor shall develop and submit a written work plan to the state agency for the services required by the state agency. The contractor must, at a minimum, include the following detailed information in the written work plan along with any other information required by the state agency, unless the scope of the project renders certain information not applicable:
 - ✓ A detailed schedule of events describing the planned activities and tasks and specific time frames for accomplishing such tasks.
 - ✓ A detailed description of the methodology to be used in the planned activities, tasks and subsequent analyses.
 - ✓ Submission of a guaranteed not to exceed total price for the services. Such guaranteed not to exceed price shall be based on the firm fixed personnel classification hourly prices stated on the Pricing Page.
 - ✓ The contractor shall agree and understand that all requirements, including the reporting requirements, shall be included within the prices stated on the Pricing Page. However, the timing and due dates for each report may be negotiated between the contractor and the state agency for inclusion in the work plan.
 - 3) Changes to Work Plan - The contractor shall agree and understand that the state agency shall have the right to reject the contractor's work plan, or any portion thereof, for any reason and shall have the right to require modifications, changes, and/or additional elaboration to the work plan as deemed necessary in order to ensure a comprehensive project and to ensure that the contractor's proposed services are acceptable and will accomplish the desired objectives. Any negotiations regarding the work plan shall be conducted by the state agency.
 - 4) Acceptance/Rejection of Work Plan – If the work plan is approved for implementation, the state agency shall provide the contractor with written acceptance of the contractor's work plan and authorization to proceed. If accepted, the contractor and the state agency must indicate mutual acceptance of the work plan by signing and dating the final work plan in the signature blanks included in the plan. If the state agency decides not to proceed with the work plan, the state agency shall notify the contractor of such rejection, in writing.

- 5) Implementation/Execution of Work Plan - After receipt of written authorization to proceed, the contractor shall perform the services required for the project in accordance with the written work plan accepted by the state agency. Unless otherwise specified in the written work plan, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.
- 6) Modifications to Work Plan - After implementation/execution of a work plan, modifications to the written work plan shall be permitted due to changing economic or environmental conditions, changes to state and/or federal laws or regulations, or for other reasons deemed necessary and approved by the state agency pursuant to the following conditions:
 - ✓ State agency requested changes – If the state agency determines that modifications to the written work plan are necessary or desired, the state agency will document the requested changes to the contractor in writing with any new instructions for the project. Based on the written instructions provided by the state agency, the contractor must revise the written work plan according to the requirements for the written work plan specified herein, including any resulting changes in the amount to be paid to the contractor, etc.
 - ✓ Contractor requested changes - If, after implementation of services, the contractor determines that modifications to the written work plan are necessary, the contractor must submit a written request to the state agency for changes. The written request must include the reason for the modification and must detail the contractor's proposed changes to the written work plan, including any resulting changes in the amount to be paid to the contractor, etc. The contractor shall agree and understand that the state agency will review the written request of the contractor and shall send written notice of approval or disapproval of the request to the contractor.
 - ✓ The contractor shall agree and understand that the state agency shall have the final approval of all individual components of the written work plans revised as specified herein and reserves the right to require modifications (including changes in the price, completion date, etc), deletions, and or additional elaboration to the written work plan as the state agency deems necessary. The contractor shall agree and understand that the decision by the state agency shall be final and without recourse.
 - ✓ The contractor shall not proceed with implementation of services related to the modifications until final written approval of the state agency is obtained.
- 7) Termination of Work Plan - The state agency shall have the right to terminate any project at any time at the sole discretion of the state agency, without penalty or recourse, by giving written notice to the contractor at least five working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the State of Missouri, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation at the firm fixed hourly prices specified in the contract for work completed in accordance with the work plan prior to the effective date of the termination.

2.6.3 Payment for Additional Consulting:

- a. The contractor shall submit a monthly invoice itemizing all hours of additional consulting service provided during the month by personnel classification. The contractor shall support all hours invoiced with detailed time sheets as well as a report of activities performed.
- b. The contractor shall be paid for each hour of service provided at the firm fixed hourly price applicable for the contract period, pursuant to the requirements of the contract. The contractor shall not be paid the per diem for additional consulting services; however, the contractor shall be reimbursed for travel

and related expenses in accordance with the State of Missouri, Office of Administration Travel Regulations. The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>

- 1) The contractor must have the prior written approval of the state agency prior to incurring any travel expenses.
 - 2) Effective 07/01/04, the mileage reimbursement rate is \$0.345 per mile.
- c. Other than the payments and reimbursements specified above, no other payment or reimbursement shall be made to the contractor for Additional Consulting.

2.7 Other Contractual Requirements:

- 2.7.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.7.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for additional consulting services for up to three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.7.3 Renewal Periods - If the option for renewal for additional consulting services is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

- 2.7.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.7.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.7.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.7.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific

individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 2.7.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.7.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.7.12 Federal Funds Requirement - The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 **ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.**

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror’s Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals: - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost..... 45 points
- b. Experience, Reliability, and Expertise of Personnel 35 points
- c. Method of Performance..... 20 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to RSMo 34.165, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon the sum of guaranteed not to exceed total price for developing the policy and an average hourly price for additional consulting services for each potential contract period times 1000 hours per contract period.

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 45 = \text{Cost score points}$$

- 3.4.2 The offeror shall agree and understand that the quantity used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantity nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- 3.4.3 The offeror should provide an itemized breakdown of the quoted price(s). Exhibit A is attached for the purpose of reflecting the offeror's breakdown of the quoted price.
- In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

- 3.5.1 Experience and reliability of the offeror's organization and expertise of offeror's personnel are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Because it is imperative that services are provided by personnel with expertise in Career Pathway programs and the resources needed to develop and implement programs, the offeror should document all such experience. In addition, the offeror should document their knowledge of what has been experienced by other States when implementing career pathway programs.
- 3.5.2 The offeror should provide, on Exhibit B or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
- 3.5.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.5.4 Debarment Certification – The offeror should complete and return the attached certification regarding debarment, etc., Exhibit C with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.5.5 The offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. The offeror may utilize Exhibit D for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
 - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:

On Exhibit E, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- 3.6.3 In addition to the narrative description of proposed services, the offeror should submit or describe the following:
- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

- 3.6.4 Schedule of Events - The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to develop the final approved policy in accordance with the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- a. Exhibit F, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. The offeror should also use a graphic chart (PERT, bar, line, etc.) in order to describe the time line/schedule for completion of each task on a calendar basis in order to demonstrate completion of the final policy within the required five (5) month time frame.
 - b. The offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the work hours proposed in the price breakdown. Furthermore, the assigned tasks may be compared with the qualifications of the personnel.
- 3.6.5 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
- a. It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.
 - b. The organizational chart should include the following information:
 - 1) The relationship of service personnel to management and support personnel.
 - 2) The names of the personnel and the working titles of each.
 - 3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - c. Along with a detailed organizational chart, the offeror should describe the following:
 - 1) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
- 3.7 **Miscellaneous Information** - The offeror should complete Exhibit G, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) if any products and/or services offered under the RFP are being manufactured or performed at sites outside the continental United States.

4. PRICING PAGE

(commodity code: 92450 - Human Resources Consulting)

4.1 Development and Submission of Policy:

- 4.1.1 Guaranteed Not To Exceed Total Price - The offeror shall state a guaranteed not-to-exceed total price for performing the services required herein. All costs associated with providing the required services shall be included in the guaranteed not-to-exceed total price.

Line #	Pricing Specification	Price
001	Total guaranteed not to exceed total price	\$_____

- 4.1.2 Per Diem Price - The offeror shall state a firm fixed per diem for providing services in accordance with the provisions and requirements stated herein.

Line #	Pricing Specification	Price
002	Firm fixed per diem	\$_____

- 4.1.3 Personnel Classification Hourly Prices – The offeror shall state the personnel classification proposed to provide services, the name of the person(s) assigned to that classification, and the firm fixed price per hour for each classification. Only one price per classification is permissible, although multiple names of persons may be assigned to the same classification. If additional space is needed, the offeror may attach copies of this page.

I ne #	Personnel Classification	Name of Person(s) Assigned	Firm Fixed Price Per Hour
		1. 2. 3.	\$_____
		1. 2. 3.	\$_____
		1. 2. 3.	\$_____
		1. 2. 3.	\$_____
		1. 2. 3.	\$_____
		1. 2. 3.	\$_____

4.2 Additional Consulting Services:

(Additional consulting may be required as specified in the requirements)

- 4.2.1 Additional Consulting Service Personnel Classification Hourly Prices - The offeror shall state the personnel classification proposed to provide additional consulting services, the name of the person(s) currently proposed to be assigned to that classification, and the firm fixed price per hour for each classification. Only one price per classification is permissible, although multiple names of persons may be assigned to the same classification. If additional space is needed, the offeror may attach copies of this page.

Line #	Personnel Classification	Name of Person(s) Assigned	Firm Fixed Price Per Hour
		1. 2. 3.	\$ _____
		1. 2. 3.	\$ _____
		1. 2. 3.	\$ _____
		1. 2. 3.	\$ _____
		1. 2. 3.	\$ _____
		1. 2. 3.	\$ _____

- 4.2.2 Additional Consulting Service Renewal Option Pricing - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above hourly pricing for additional consulting services for the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%
Third Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

EXHIBIT A
PRICE ANALYSIS

Budget Categories	Quantity	Unit Price	Total
Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
11.		\$	\$
Total Personnel			\$
Per Diem (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
11.		\$	\$
Total Per Diems			\$
Total Guaranteed Not-To-Exceed Price <i>(must equal the price quoted on the Pricing Page)</i>			\$

EXHIBIT B**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT D**EXPERTISE OF PERSONNEL**

(Copy table and complete for each key personnel proposed. May also attach resumes for key personnel)

Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in career pathways programs Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience	
# of years employed with offeror	
Previous employer(s), dates	

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

(Use this form for additional information regarding additional/backup personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)
7. _____ (Name)	_____ (Title)

EXHIBIT E

METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

EXHIBIT F**SCHEDULE OF EVENTS**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "**Completion Day**" should be specified as a certain number of days from date of contract award until completion of the specific task. "**Assigned Personnel**" should be identified by name rather than project title unless such personnel are yet to be hired. "**Workhours**" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT G**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.